

**LLW****LEWIS  
LONGMAN  
WALKER**Attorneys at Law  
llw-law.com*Reply To: West Palm Beach West Palm Beach*

August 14, 2017

**VIA ELECTRONIC MAIL**Sebastian Inlet District  
c/o Martin Smithson  
114 Sixth Avenue  
Indialantic, FL 32903**CONFIDENTIAL  
ATTORNEY/CLIENT  
PRIVILEGED****RE: Legal Representation of Sebastian Inlet District regarding Security Legislation; Work Order  
1617-030**

Dear Marty:

Thanks for the call. It was great to catch up. On behalf of the law firm of Lewis, Longman & Walker, P.A., thank you sincerely for the opportunity to represent the Sebastian Inlet District (the "District") on the above referenced matter. The following represents the terms and conditions of representation by the Firm on this matter:

1. **Services.** Lewis, Longman & Walker, P.A. will provide advice and representation to you regarding the need for legislation authorizing the District to provide security measures for the District jetties adjacent to the state park. Currently, safety issues associated with park guests are not being properly addressed by state agencies. I will be the shareholder in charge of this matter and will be primarily responsible for providing and supervising the legal services required. I will be responsible for ensuring that this matter is staffed in a manner adequate and appropriate to the requirements of the representation. At this time, I anticipate that Steve Lewis, Chris Lyon, Lori Killinger and Fred Aschauer will be involved in this matter. We will use our best judgment to determine the amount of time, who is to perform specific tasks and work, and the nature of the services to be performed in your best interests.
2. **Professional Fees.** I will be the primary attorney working on your matter and my rate is \$305.00. In addition to me, I may assign work to other attorneys or paralegals within the office, depending upon who can best do the work in the most efficient manner. The hourly rate for

**JACKSONVILLE**245 Riverside Ave., Suite 150  
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Tallahassee, Florida 32301  
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Bradenton, Florida 34205  
T: 941.708.4040  
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attorneys ranges from \$195.00 to \$305.00 per hour. The hourly rate for paralegals/law clerks ranges from \$140.00 to \$165.00 per hour. These rates will be in effect through December 2017 and will be modified annually thereafter in January of each subsequent year. We will provide you with our new rates along with the Firm's statement of services rendered in January of each year.

3. Costs and Expenses. The firm charges for costs and expenses incurred on your behalf for this representation. Attachment 1 sets forth the most commonly incurred costs and expenses. We may advance these costs and seek reimbursement in our billings or we may at our discretion require you to deposit these costs with us before the costs are incurred.

4. Billing and Payment. We will bill you on a monthly basis for professional services rendered and expenses incurred in connection with this matter, less any retainer amounts applied against these services and expenses. You agree to pay the amount of each statement in full within thirty (30) days of the billing date. For the convenience of our clients, the firm accepts credit card payments for invoices rendered in connection with this matter. Payments received by this method will be applied to the outstanding invoices specified by the payment. Should you question or dispute any items or any statement, you agree to notify us in writing of any such question or dispute within fifteen (15) days of the billing date, and we will assume you do not have any dispute if we do not hear from you in that time.

5. Default. In the event any suit or action is brought to enforce the provisions of this Agreement in any administrative or judicial proceeding, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in such proceedings, including appeals.

6. Client Documents. During the course of your matter, you may be required to provide to us documents such as tax records, expense records, bank records, deeds, etc. We will hold these records, in our office, during the pendency of your action and for five months thereafter. At the conclusion of your matter, we will contact you and make arrangements for the return of the records you provided. It is your responsibility to secure the return of your records. We will retain the balance of your file for an appropriate time period. If arrangements are not made for the return of your records within six (6) years following the conclusion of your matter, they will be destroyed according to the guidelines set out in our Records Retention Policy.

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We sincerely thank you for choosing our firm to assist you in this most important matter. If you agree with the foregoing terms and conditions, please sign in the space provided at the bottom of the letter, return the original to me in the enclosed self-addressed, stamped envelope and retain a copy for your records. On behalf of the Firm, I look forward to assisting you in this matter.

Sincerely,



Terry E. Lewis

TEL:bas

c: R. Steven Lewis, Esquire  
M. Christopher Lyon, Esquire

ACCEPTED BY:

SEBASTIAN INLET DISTRICT



[SIGNATURE]

MARTIN S. SMITHSON

[PRINT NAME]

Administrator

[TITLE]

08-14-2017

[DATE]

# ATTACHMENT 1

Cost/Expense	Typical Charges
Computer Research (Westlaw Service Fee)	No charge.
Court Reporters	Direct invoice from vendor to client or paid from retainer.
Delivery Charges	Actual amount invoiced to firm. Mode of delivery based on need and economy.
Messenger Service	Actual amount invoiced to the firm.
Overnight Express	Actual amount invoiced to the firm.
Telefacsimile	Outgoing: No charge. Incoming: No charge.
Photocopying	Inside copies: \$0.10/page. Outside services: Actual amount invoiced to firm.
Secretarial Overtime	No charge.
Telephone Charges	No charge.
Temporary Help	Actual amount invoiced to the firm.
Travel-Local/Surface	Reasonable mileage or actual rental charges.
Travel-Out-of-Town	Intrastate: Actual common carrier charges. Interstate: Actual common carrier charges. Meals/Accommodations: Lowest corporate seasonal rate available, reasonable business related meal expenses.
Word Processing	No charge.
Other Expenses	Actual cost invoiced to the firm. In selected cases, these items may be directly invoiced from vendor to client.